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VIA EMAIL

Sumanta Banerjee  
23 Soundview Farm Road  
Weston, CT 06883

July 21st, 2008

Re: Outstanding Bill

Dear Sumanta:

I am writing to memorialize our recent conversations about your outstanding legal bill. As of July 17<sup>th</sup>, 2008, the outstanding legal bill is \$249,222.13.

You have reviewed the bills to date and agree that they are accurate, fair and reasonable, except for some initial time entries by Ron Gaffner on this matter. In connection with this, I am willing to deduct \$5,000 from the bill, so that the outstanding total is \$244,222.13.

Please sign below, to acknowledge and agree that the outstanding amount as of July 17<sup>th</sup>, 2008, is \$244,222.13.

In addition, your signature below will confirm our agreement that (i) upon release of the escrowed Management Fees by the Court, you will pay Sadis & Goldberg LLC at least \$25,000 of said fees toward your bill; (ii) upon you being hired by any entity as an employee or consultant to provide advisory services, or partnering with any person or entity to provide advisory services) you or said entity or partner will pay all of Sadis & Goldberg's outstanding legal bills; and (iii) you have represented to Sadis & Goldberg LLC that you are satisfied with our legal services to date and have requested that we continue as counsel, despite the fact that you have another law firm co-counseling the case on your behalf.

We have agreed that if, on or before September 30<sup>th</sup>, 2008, you pay the entire outstanding balance of whatever the amount of the bill is on the date of payment, you will receive a 25% discount on the entire bill, from the inception of the case through the date of payment. If you do not zero out your balance at some time on or before September 30<sup>th</sup>, 2008, we have agreed that you will receive a smaller discount of 15%, in exchange for zeroing out your balance on or before December 31<sup>st</sup>, 2008.

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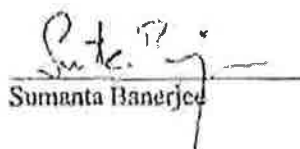
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Finally, your signature below will acknowledge that you will enter into an agreement that you will pledge your converted GP interest into limited partnership interest in GDF as collateral for any outstanding legal fees owed, should you fail to zero out your balance on or before September 30<sup>th</sup>, 2008. We will forward you a pledge agreement at that time for review by your personal counsel. The pledge agreement shall provide that Sadis & Goldberg LLP cannot foreclose on the interest until January 31<sup>st</sup>, 2009.

Sadis & Goldberg will make a good faith effort to remain as counsel in the case, provided, that:

1. Banerjee does not request Sadis & Goldberg to engage in any illegal, unethical, or improper conduct;
2. Banerjee does not engage in any illegal conduct regarding the case;
3. Banerjee pays Sadis & Goldberg in full upon any of the events in "(ii)" above, occurring;
4. Banerjee pays Sadis & Goldberg at least \$25,000 upon the escrowed funds being released;
5. Banerjee does not reject a settlement offer that Sadis & Goldberg, in its sole judgment and opinion, deems reasonable;
6. Banerjee's representation that he has "two" partners or potential employers, lined up and ready to manage GDF with him is true and correct and a deal with one of them will happen imminently, subject to them being convinced that the litigation risk to Banerjee is manageable.

This agreement is an agreement made in New York, and shall be construed solely in accordance with the laws of New York, without regard to conflict of laws principles. You agree that any and all disputes arising in any way under this agreement, shall be resolved solely by the federal courts located in New York, or New York's state courts and you agree to submit to the personal jurisdiction of said courts. This agreement and the retainer agreement that you previously signed constitute the entire agreement between the parties regarding the subject matter hereof and this agreement can only be modified by a writing signed by both parties.

  
Sumanta Banerjee

Very truly yours,  
  
Douglas R. Hirsch